

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 07-111**

The City of Lincoln intends to enter into a contract for and invites you to submit a sealed proposal for:

**ADVERTISING AND/OR ADVERTISING SERVICES
FOR CITY GOLF**

MEETING OR EXCEEDING THE CITY OF LINCOLN'S SPECIFICATIONS

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, April 18, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest corner, located at 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened reading only the name of the firms submitting proposals in the Bid Room located on the First Floor

Firms should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Proposals may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid/proposal listing for any addendums. Late proposals will not be considered. Fax or e-mail proposals are not acceptable. Proposal response must be in a sealed envelope.

**REQUEST FOR PROPOSALS
LINCOLN PARKS & RECREATION DEPARTMENT
CITY GOLF PROGRAM
ADVERTISING TO BE PLACED ON GOLF TEE SIGNS**

1. INTRODUCTION:

- 1.1 The City of Lincoln requests proposals from qualified individuals or firms for the purpose of selecting one to represent the City Golf Program in selling and or advertising to be placed on 82 tee markers at the five (5) Municipal golf courses.
- 1.2 Proposals to provide professional services will be received by City of Lincoln, on or before 12:00 noon on **Wednesday, April 18, 2007**, in the office of the City Purchasing Agent, "K" Street Complex (southwest wing), Suite 200, 440 So. 8th St., Lincoln, NE 68508.
 - 1.2.1 Proposal received after that hour will be considered null and void and will not be accepted.
 - 1.2.2 Two (2) copies of the proposal shall be submitted.
 - 1.2.3 An itemized proposal consisting of a dollar amount to be returned to the City per sign based on a one contract with the option to renew for two additional one year periods.
 - 1.2.4 Any value added services will also be considered.
- 1.3 Proposal shall be fully explain on your company letterhead.

2. PROJECT DESCRIPTION:

- 2.1 The Municipal golf courses have in place 82 marble tee signs with 12" x 12" space on each tee sign where advertising can be placed.
- 2.2 The City of Lincoln shall have the right to specify those types of business establishments and/or products it wishes NOT to have advertised on the tee signs.
- 2.3 The City of Lincoln will be responsible for the production of the plaque inserts used as advertising space.
 - 2.3.1 Unless the contractor has a better source that give the City a better return.
- 2.4 Attached are pictures of where the ad is to be placed.

3. SCOPE OF SERVICES:

- 3.1 Perform all work, furnish all labor, necessary supplies, supervision, organization and other items plus costs necessary for the proper execution of this agreement.
- 3.2 Keep detailed information on sales made for golf course advertising and provide copy to the City.
- 3.3 Create or have advertiser provide camera-ready art work for final production of ad plaque.
- 3.4 Collect all ad fees made payable to City of Lincoln and deliver to Golf Manager.

4. ADVERTISING GUIDELINES:

- 4,1 The following types of advertising shall not be accepted for placement on golf course tee signs:
 - 4.1.1 Any advertising prohibited by federal, state or local law.
 - 4.1.2 Feminine hygiene products or contraceptives of any kind or nature.
 - 4.1.3 Advertisements of a sexually explicit nature or advertisements which advertise shows, movies, pictures, books, or other materials, exhibitions, or performances of a sexually explicit nature.

- 4.1.4 Advertising copy that is false, misleading, deceptive, and/or offensive to the moral standards of the community, or contrary to good taste.
- 4.1.5 Advertising copy which is contrary to the best interest of the City Golf Program
- 4.1.6 Advertising which could reasonably be deemed to be slanderous or libelous, or advertising which is directed at a particular individual, group or organization, or advertising of a politically controversial nature.
- 4.1.7 Advertising of or relating to beer, wine, or alcoholic liquors or to any tobacco products.
- 4.1.8 Advertising by or on behalf of any candidate for political office, or relating to any ballot issue, or relating to any other issue of a political nature whereby the advertiser attempts to influence public opinion.
- 4.1.9 Advertising which appears as the City Golf Program or the City of Lincoln endorses or approves in any way of the advertising itself or of any subject of such advertisements.

5. PROJECT SCHEDULE:

- 5.1 City of Lincoln would desire to see new advertising in place by July 1, 2007.
- 5.2 For unsold tee signs in the 2007 golf season and new one-year contracted signs will be placed by June 1, 2008.

6. SUBMITTAL REQUIREMENTS/GENERAL STATEMENT OF QUALIFICATIONS:

- 6.1 General Statement of Qualifications
- 6.2 The information submitted regarding the individual or firm should consist of the following.
 - 6.1.1 Name, address, telephone number and e-mail.
 - 6.1.2 Number of years established in advertising sales.
 - 6.1.3 Types of services particularly qualified to perform.
 - 6.1.4 List of completed projects similar in nature.
 - 6.1.5 Willingness and capability to meet the required scope of services and time requirements expressed.
- 6.3 Proposal return to the City.

7. SELECTION PROCESS:

- 7.1 City of Lincoln golf staff will review proposals submitted in timely manner. Evaluation and selection will be based on the criteria below.
 - 7.1.1 Ability, capacity and skill to meet the requirement of the RFP.
 - 7.1.2 Percentage of revenue from advertising to be returned to contractor
 - 7.1.3 Time to devote to this project.

8. FURTHER INFORMATION:

- 8.1 Questions relating to information contained in this RFP shall be submitted to:

Vince M. Mejer
Purchasing Agent
vmejer@ci.lincoln.ne.us

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.